VOLUME - 1

PART – A

SECTION – II

INSTRUCTIONS TO TENDERERS (ITT)

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A. GENERAL

1 BRIEF DESCRIPTION OF THE PROJECT:

1.1 Bangalore Metro Rail Corporation limited (BMRCL), a Special Purpose Vehicle (SPV) established under the Companies Act, 1956 (hereinafter referred to as "BMRCL" or "the Company" or "the Employer") invites Tenders from the registered Electrical Contractors ("Class-I Electrical License" issued by the Electrical Inspectorate, Govt. of Karnataka) under single stage two packet system for "**Shifting of BESCOM utilities at ORR from Sarakki Signal to PES College at Package -1A of BMRCL Phase-3 Project."** as per terms and conditions contained in this Tender documents.

1.2 **Brief scope of work**

The brief scope of work under this tender is Shifting of BESCOM utilities at S-05, S-09 and S-15 Sub-Divisions which are infringing/ obstructing to construction of Viaduct and Metro Stations all along the ORR from Sarakki Signal to PES College in Corridor-1 of BMRCL Phase-3 Project on Total Turnkey basis which includes Design, Engineering, Manufacturing, Testing, Supply on FOR Destination to Site basis, Transportation, Insurance, Storage, Handling and moving into the final position, Erection, Testing at Site and Commissioning including Civil works.

The salient features of the scope include, but not limited to the following:

i. Design, Manufacturing, Testing, Supply, Laying, Jointing, Terminating, Testing and Commissioning of HT & LT UG cables, Compact Sub-Stations, LT Feeder Pillar Box, Spun pole structure, RMUs and associated Structural and Civil Works.

ii. Releasing and re-erection of RMUs, Transformers & other electrical equipment's etc.

iii. Design and Detailed Engineering to match the new cable and cables accessories with the existing UG cable system under employer's requirement.

iv. Complete Manufacture including Testing of Equipment's/ Materials at the manufacturer's facility is in the Scope of the Contractor.

v. All the materials to be supplied under the contract shall be from the BESCOM approved Vendors only.

vi. Packing and Transportation of Equipment/ Materials from the Manufacturer's Works to the Site is in the Scope of the Contractor.

vii. Receipt, Storage, Preservation and Safe keeping of Equipment/materials at the Site.

viii. Pre-assembly, if any, Erection, Testing and Commissioning of all the Equipment.

ix. Reliability Tests and Performance and Guarantee Tests on Completion of Commissioning.

x. Construction, Environmental, Health & safety plan as per standards shall be followed.

xi. All the equipment’s/ materials shall be supplied by the awarded agency against MFC/Dispatch Instructions issued by Engineer in Charge.

xii. All necessary approvals like GTP, drawings, vendor, line clear and any other approval/permissions required for the commission of work are to be obtained from the concerned authorities before execution of the works by the successful Bidder and necessary assistance will be rendered by the BMRCL.

xiii. Any charges of other Govt. Utilities as per their standard schedules/ rates intimated by them from time to time for grant of applicable permission/ approvals shall be paid by the successful Bidder. Such payments will be reimbursed by BMRCL, on production of valid original vouchers and shall not to be included in the total Contract value.

xiv. The equipment/ material supplied by the successful agency should be guaranteed for satisfactory performance as per the Guarantee Clause 35 of Section GCC.

xv. All the equipment/ material to be supplied should have been type tested as per BESCOM specification / relevant IS/ IEC Standards and the type test certificates should not be older than 5 years on the date of supply.

The details of equipment to be supplied, transported, erected, assembled, tested & commissioned are indicated in BOQ/ Pricing Document schedule of Works. The quantities indicated in the BOQ/ Pricing Document Schedule of works are only approximate, may increase or decrease and prices quoted by the Tenderer are deemed to be valid in spite of such variations subject to SCC Clause 5.

2 TECHNICAL/ FINANCIAL ELIGIBILITY CRITERIA FOR TENDERERS.

2.1 The Tenderer shall have proven track record and must satisfy the criteria stated below for evaluation and selection. Tenderer shall have adequate

knowledge of and connected procedures including quality control, and shall have infrastructure and erection facilities and capacity to execute the works.

2.2 The essential minimum qualifying requirements are as under:

Sl. No	Eligibility Criteria	Documents to be uploaded
A	**Technical Criteria:**	
1.	The Bidder / Consortium Partners should be a Registered Sole Proprietorship Firm or a Partnership Firm or a Registered Company incorporated under companies Act 1956/2013.	Certificate of Incorporation in case of Registered Company/ Partnership deed in case of Partnership Firm and registration certificates of GST & PAN shall be uploaded.
2.	The Bidder / consortium partners should possess a valid Class-I/ Super grade Electrical Contractors License issued by Electrical Inspectorate, Government of Karnataka and should be valid on the date of Bid Submission.	Class-I/Super grade Electrical Contractors License issued by Electrical Inspectorate, Government of Karnataka shall be uploaded.
3.	The Bidder / any one of consortium partner should have successfully completed as prime contractor, at least one electrical distribution network work such as construction of HT / LT lines, OH/ UG Cable/AB works, erection of distribution transformer/ CSS etc., of value not less than 50% of the estimated value of contract (i.e. amount put to tender) during the previous five financial years (2021-22, 2022-23, 2023-24, 2024-25 & 2025-26) in any ESCOMs/ Government Electrical Utilities/ Any Government Organization / PSUs. Note: Updated to the FY in which the tenders are invited. The value of the completed works shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited.	Purchase order / DWA and Performance Certificate duly indicating the amount, issued by an officer not below the rank of Executive Engineer or equivalent officer of the concerned ESCOMs/ Government Electrical Utilities/ Any Government Organization / PSUs shall be uploaded.
4.	The Bidder / any one of consortium partner should have commissioned the following minimum quantities of work in any ESCOMs/ Government Electrical Utilities/ Any Government Organization / PSUs in any One year	Purchase order / DWA and Performance Certificate issued by an officer not below the rank of Executive Engineer or equivalent officer of the concerned ESCOMs/ Government Electrical Utilities/Any

	during the previous five financial years (2021-22, 2022-23, 2023-24, 2024-25 & 2025-26). **-HT or LT UG Cable: 31 KMs** **-RMUs: 51 Nos**	Government Organization / PSUs shall be uploaded.
5	The Bidder / consortium shall source both the DAS & Non-DAS Ring Main Units (RMU) from the manufacturers who meet the following requirements; a. The Manufacturer should have RMU manufacturing unit located in Karnataka and the manufactured RMUs should be in compliance with IP 55 (including control cabinet), tested for IK10 as per IEC 62271-200-1K 10 and should tested for IAC AFLR 21kA for 1 Sec for both tank and cable compartment. b. The Manufacturer should have a valid vendor approval for the supply of 11KV SF6 Gas Insulated RMU (DAS & Non-DAS) in any ESCOM's of Karnataka. c. The Manufacturer should have supplied 1000 Nos, of RMU's of the following type in last three years to any ESCOM's of Karnataka. • DAS: 3-way, 4 -way & 5-way • Non-DAS: 3-way, 4-way, 5-way, 1 OD d. The Manufacturer shall comply with the technical specifications required in the bid documents.	Bidder / Consortium shall upload the following: a. Self-declaration on the letter head for having manufacturing unit in Karnataka and has manufactured and supplied RMU's in compliance with the requirements stipulated. b. Vendor Approval copy issued by ESCOMs in Karnataka c. Order completion certificate issued by ESCOMs. d. Valid type test certificates issued by CPRI/ERDA. The Bidder / Consortium shall provide Manufacturer Authorization Form (MAF) from the RMU Manufacturer (OEM) as per MAF Annexure along with the documentary evidences as specified above. MAF shall be on Rs. 500 e-stamp paper with undertaking from the OEM to supply the material and its guarantee for the subject tender.
B	**Financial Criteria:**	
6.	At least in any Two financial years the Annual Turnover of the Bidder / Consortium should not be less than **Rs. 40.55 Crores** during preceding five financial years (i.e., 2021-22, 2022-23, 2023-24, 2024-25 & 2025-26). Note: Updated to the FY in which the tenders are invited. Financial turnover	Audited Annual Accounts statements such as P&L statement, Balance sheets for the 2021-22, 2022-23, 2023-24, 2024-25 & 2025-26 shall be uploaded. In case, audited annual accounts for the FY 2025-26 is not finalized,

	of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited.	provisional un-audited annual accounts duly certificated by the Chartered Accountant shall be uploaded.
7.	The Liquid assets of the Bidder / Consortium as on **30.06.2026** or at a later date before submission of the bid consisting of Cash at Bank + Term Deposits + Availability of fund based credit facility in any Nationalized/scheduled Bank should not be lesser than **Rs. 5.08 Crores.**	If the bidder has banking in multiple banks, then available Liquid assets balance mentioned above on a particular date i.e., as on **30.06.2026** or at a later date before submission of the bid should be the same date for all banks. The cash at bank, bank deposits and availability of fund based credit facilities shall be supported by a certificate issued by Nationalized/ scheduled Bank shall be uploaded. In case of Fund based credit facility, the certificate issued by the Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on **30.06.2026** or at a later date, before submission of the bid shall be uploaded.
8.	Bid capacity: Bidder / Consortium who meets the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under: Assessed available tender capacity = (A*N*1.5-B), A= Maximum value of works executed in any one year during the last five years (updated to FY 2026-27 price level), taking into account the completed as well as works in progress. N= Number of years prescribed for completion of the works for which tenders are invited. B= Value, at FY-2026-27 price level, of existing commitments and on-going works to be completed in the proposed contract period.	The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent or Charted Accountant.
C	**Consortium (Limited to a**	

	maximum of Two (2) Constituents including the Lead Bidder)	
9.	The Consortium having combined Technical Qualification as at '(A)' along with Financial capability as at '(B)' are also eligible to participate in the Bid subject to the following; (a) Any one of the Consortium Partner shall meet the Technical Capability prescribed at (A) (3) and (4). The MAF prescribed at (A) (5) shall be in the name of Lead Bidder. (b) Financial requirement prescribed at '(B)' shall be met by any of the consortium partners or jointly by all the partners of the consortium.	Consortium Agreement on Non-Judicial stamp paper of Rs. 500/- value, duly notarized as per proforma given in **Annexure-K** shall be uploaded
D	**General Criteria:**	
10.	The Bidder / Consortium from a country which shares a land with India will be eligible to bid in this tender only if the bidder is registered with the competent authority as per Government order No: FD 455 Exp-12 2020 Bengaluru Dated 25.08.2020.	Registration certificate issued by the competent authority shall be uploaded by the Bidder / Consortium Partners individually.
11.	A Certificate for having read the above clauses is required to be submitted / uploaded by the Bidder separately in the following format: "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent Authority shall be attached)." Note: Government orders No: FD 455 Exp-12 2020 Bengaluru Dated	Self-declaration on notarized stamp paper of Rs.500/- as per proforma given in **Annexure - L** shall be uploaded by the Bidder / Consortium Partners individually.

	25.08.2020 and its amendment dated 29.03.2021.	
12.	As on date of submission of the bid, even though the Bidder / Consortium meet the above criteria, they are subject to be disqualified if they have: i. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or ii. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or iii. Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification; and/or iv. Black-Listed due to non-performance in execution of works by any Public Electrical Utility/Govt. utility / PSU as on date of bid submission; and/or. v. Defaulted/short closed due to non-performance in execution of works against the order placed any Public Electrical Utility/Govt. utility / PSU as on date of bid submission.	Self-declaration on notarized stamp paper of Rs.500/- as per proforma given in **Annexure - M** shall be uploaded by the Bidder / Consortium Partners individually.
13.	The Bidder / Consortium should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years. A consistent history of awards involving litigation against the Bidder or any partner of Consortium may result in rejection of Bid.	Self declaration shall be uploaded by the Bidder / Consortium Partners
14.	If the Bidder / Consortium participates in more than one enquiry, then the Bidder / Consortium should cumulatively meet Technical and	Self declaration shall be uploaded by the Bidder / Consortium Partners.

	Financial requirements for all the enquiries participated. If the Bidder/Consortium dose not fulfil the cumulative requirements of all the participated enquiries, then the offer of the Bidder / Consortium will be considered to the extent Bidder / Consortium fulfils the cumulative requirement in the order reckoning from the highest amount put to tender.	

2.3 Consortium: Consortium (Limited to a maximum of Two (2) Constituents including the Lead Bidder):

The Consortium having combined Technical Qualification as at '2.2 (A)' along with Financial capability as at '2.2 (B)' are also eligible to participate in the Bid subject to the following;

(a) Any one of the Consortium Partner shall meet the Technical Capability prescribed at 2.2 (A) (3) and (4). The MAF prescribed at 2.2 (A) (5) shall be in the name of Lead Bidder.

(b) Financial requirement prescribed at '2.2 (B)' shall be met by any of the consortium partners or jointly by all the partners of the consortium.

i. All the signatories of the Consortium agreement shall be only those holding valid Power of Attorney. A certified copy by the Company Secretary to the respective Members of the Consortium shall be attached as evidence for authentication.

ii. One of the Members of the Consortium shall be nominated as leader (Prime Bidder) of the Consortium and authorization shall be evidenced by submitting a Power of Attorney signed by signatories of all the Members of Consortium.

iii. The leader of the Consortium shall be the only one who will be authorised to receive the instructions for and on behalf of the Consortium. The leader of the Consortium is primarily responsible for the total execution of the contract including all contractual obligations and receipt of the payment due in accordance with the provision of the contract.

iv. All the Members of the Consortium shall be liable jointly and severally responsible for the execution of the Contract in accordance with the terms and conditions of the Contract and a statement to this effect shall

be included in the Consortium agreement as well as in the Contract Agreement.

v. There shall be no conditional offer in the Consortium Agreement with regard to the project.

vi. The Contract Agreement between Purchaser and Consortium shall be signed by all the Members of the Consortium.

vii. The Consortium formed for the purpose of the project shall be valid till completion of the Contract.

viii. A Bidder shall submit only one tender in the same tendering process. No Bidder can be a Consortium Partner in case he submits a tender individually in the same tendering process. A Consortium Partner shall not be a partner for more than one Bidder in the same Tendering process in that case both or all such offers will be rejected and also in case a Prime / Lead Bidder becomes a Consortium Partner for another Bidder in the same Tendering process then both or all such offers will be rejected.

ix. On specific request by the leader of the consortium i.e. lead partner/lead member, the BMRCL may consider the request for arranging direct payment to consortium partner for his scope of work duly obtaining the necessary joint undertaking from the members of the consortium and to accept the general correspondences such as approval of Drawings /GTP/ Type tests, Inspection calls, Site inspections etc., made directly by their consortium partners.

2.4 DETAILS OF KEY PERSONNEL.

i. For Fresh Tenderers.

The details of deployment of the following personnel should be furnished in Format I.

Format I

Sl. No	Details of Personnel to be deployed for the tendered works.	Name of the Person	Educational Qualification	Experience	Remarks
1.	Project Manager		BE (Elec.) / Equivalent	5 Years	
	Project Engineer		BE / Diploma (Elec.)	3 Years	
	Site Engineer/s		Diploma (Elec.)	2 Years	

ii. For BMRCL Working Contractors (Those who are already working in BMRCL as Contractors):

Contractors those who are already awarded Work by BMRCL and intend to participate in the Tender, shall possess the following additional requirements for qualifying in the Tender.

a) Separate team of personnel is required to be deployed for each works, particularly the Project Engineers and the Site Engineers. The curriculum Vitae of the personnel deployed/to be deployed shall be furnished as detailed in Clause (b) below.

b) The details of deployment of the following personnel should be furnished in Format II.

Format II

Sl. No		Details of Personnel working for the tendered works.	Name of the Person	Educational Qualification	Experience	Remarks
1.		**Personnel for the ongoing work/s:**				
		Project Manager		BE (Elec.)/Equivalent	5 Years	
		Project Engineer		BE / Diploma (Elec.)	3 Years	
		Site Engineer/s		Diploma (Elec.)	2 Years	
2.		**Personnel for the new tendered work:**				
		Project Manager		BE (Elec.)/Equivalent	5 Years	
		Project Engineer		BE / Diploma (Elec.)	3 Years	
		Site Engineer/s		Diploma (Elec.)	2 Years	

2.5 Tenderers shall have adequate erection facilities and capacities. The Tenderer shall have Quality Assurance Plan for procuring of materials, erection and commissioning**.**

2.6 Tender documents are available in the website and can be downloaded at Free of Cost, the downloading of Tender document will not automatically mean that Tenderers are considered qualified. Qualification will be reviewed at the time of the evaluation of the Tenders. Intending parties who fulfill the qualifying requirements are advised to visit the sites to familiarize themselves with the nature and quantum of works & site conditions.

2.7 The Tenderer shall furnish certified copies of financial reports such as profit and loss statements, balance sheets, auditor’s reports, in support of the same, for the financial years 2021-22, 2022-23, 2023-24, 2024-25 and 2025-26 (if

audited statements are not available for the year 2025-26, then Provisional financial statements shall be uploaded).

2.8 Tenders shall be valid for a period of 180 days from the latest date of submission of Tenders and shall be accompanied with a Tender Security/ EMD as described in Clause 16.0 of the Instructions to Tenderers (ITT).

2.9 Only those Tenderers are eligible for opening of Financial Package, who fulfills the eligibility criteria and Technical requirements and short listed by BMRCL as per clause 2 above, after opening of the Qualification cum Technical Package.

3. COST OF TENDERING.

The Tenderer shall bear all expenses associated with the preparation and submission of his Tender and the cost of Tender documents/ drawings. BMRCL shall in no case be responsible or liable for reimbursement of such expenses or other claims regardless of the conduct or outcome of the Tendering process.

4. SITE VISITS.

4.1 The Tenderer is advised to visit and examine the Site of Works and familiarize with the nature of work, site conditions, its surroundings and obtain on his own responsibility all information including constraints that may be necessary for preparing the Tender, entering into Contract and carrying out the work. The costs of any such visits shall be entirely at the Tenderers own expense. BMRCL shall not entertain any request for clarifications from the Tenderers, regarding such Local conditions. It will be imperative on each Tenderer to fully inform himself of all Local conditions and factors which affects the execution of the contract.

4.2 The Tenderer or any of his authorized personnel will be allowed to enter BMRCL premises for the purpose of such inspection, but only on the express condition that the Tenderer and/ or his authorized agents, will release and indemnify BMRCL, from and against all liabilities in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses, however, caused which but for the exercise of such permission would have not arisen.

4.3 The Tenderer shall be deemed to have inspected and examined the site and collected all necessary information regarding all factors and conditions likely to influence in carrying out the work, before submitting his Tender.

4.4 The Equipment shall be packed for transportation so as to meet the space and weight limitation of transport facilities especially along the Rail/ Road. Approval from concerned Railway Authorities for movement of over dimensional

consignment/package shall be obtained by the Contractor before starting manufacture of such equipment.

4.5 The requirements, conditions, appendices etc., stated in various sections of Volume-1, and Volume-2 shall be considered as part of this Section as if bound together. In case of any discrepancy between the provisions of this Section and other Sections, the provisions of this section shall prevail.

4.6 It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No Claim for financial adjustment to the Contract Awarded under these Specifications and Documents on account of Local conditions will be entertained by the Employer. Neither any change in the Time Schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the BMRCL, which are based on the lack of such clear information or its effect on the Cost of the Works to the Tenderer.

5. BRAND NAMES.

5.1 Specific reference in the specification to any material by trade name or catalogue number shall be construed as establishing a standard of quality and performance. However, during construction, Tenderers may offer equivalent brand for approval of Engineer-in-charge. It is assumed that the rates quoted cover the cost of specified brands.

5.2 All materials used shall conform to technical specifications, relevant standards and BESCOM approved makes.

6. STAMP DUTY AND LEGAL CHARGES.

It shall be the responsibility of the successful Tenderer to pay stamp duty for Contract Agreement or any other matter in connection with the Contract, as per the applicable/latest Government regulations.

7. TIME FOR COMPLETION OF WORK.

Time for completion and commissioning of the work is 18 Months (including Monsoon) from the date of issue of Letter of Award.

8. WORK PLAN.

8.1 **Within 15 days of award of contract**, the successful Tenderer shall submit to BMRCL a detailed work plan along with manpower deployment in line with ITT 2.4 for the implementation of work complying with the schedule of work as stipulated in the Tender document for supply, installation, testing and commissioning.

8.1 The Tenderer to furnish along with Tender submittals, a list of construction tools/ equipment, list of jobs on hand, name of the Project Engineer for this work to facilitate Tender evaluation.

8.2 The work shall be executed as per BESCOM / BMRCL requirements.

B. TENDER DOCUMENTS.

9 CONTENT OF TENDER DOCUMENTS.

The Tender consists of the following documents, together with addendum/ corrigendum, if any.

Volume- 1: Qualification cum Technical Package.

Part - A

SECTION–I Notice Inviting Tender.

SECTION– II Instructions to Tenderers.

SECTION– III General Conditions of Contract.

SECTION– IV Erection Conditions of Contract.

SECTION– V Special Conditions of Contract.

SECTION– VI Form of Tender.

SECTION– VII Pro-forma.

Part – B

Technical Specifications.

Volume- 2: Financial Package

10 INTERPRETATION AND CLARIFICATION OF TENDER DOCUMENTS.

Tenderers shall carefully examine the Tender Documents and fully understand the conditions and matters which may affect the work or the cost thereof. In case the Tenderer finds any discrepancies or omission from the specification or other documents, or in doubt as to their meaning, the Tenderer shall at once address query (ies) online through Karnataka Public Procurement Portal (e-Procurement portal).

BMRCL will offer clarification to such queries received through Karnataka Public Procurement Portal / e-mail/ written requests up to the pre-bid meeting date and time as mentioned in the Karnataka Public Procurement Portal. Any such queries with details of clarification sought, will be clarified and uploaded in the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in) without disclosing the identity of the Tenderer seeking clarification. No separate further communication in this regard will be entertained. Queries/clarifications received after the pre-bid meeting date will not be entertained.

11 AMENDMENT TO TENDER DOCUMENTS.

11.1 At any time prior to the deadline for the submission of Tenders, BMRCL may, for any reason, whether at their own initiative or in response to clarifications requested by prospective Tenderers, modify the Tender document by issuing Addendum / Corrigendum.

11.2 Such Addendum / Corrigendum will be uploaded in the Karnataka Public Procurement Portal. It will be the responsibility of the Tenderer to frequently check the portal for any Addendum / Corrigendum or any other updates issued from time to time and ensure submission of Tender accordingly.

C. PREPARATION OF TENDERS.

12 LANGUAGE OF THE TENDER

Tenders and all accompanying documents shall be in English/Kannada. In case any accompanying printed literature is in other language, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

13 DOCUMENTS COMPRISING THE TENDER.

13.1 The Tender submittals shall comprise the following documents and Tenderer shall upload clear and readable scanned copies of these documents on Karnataka Public Procurement Portal

i. Qualification cum Technical Package:

a) Tender Security/ EMD, in accordance with ITT clause 16. In case of non-legible EMD document, tender will be summarily rejected.

b) A Covering Letter stating any other matter in relation to his Tender which the Tenderer considers should be drawn to the particular notice of BMRCL.

c) Certificate of Incorporation in case of Registered Company / Partnership deed in case of Partnership Firm and registration certificates of GST & PAN in case of Proprietorship Firm.

d) The GST & PAN registration of Registered Company / Partnership Firm and Proprietorship Firm

e) Valid “Class-1 or Super-Grade Electrical License” issued by the Electrical Inspectorate, Government of Karnataka.

f) Tenderer’s Declaration as per Annexure-E, Section-VII.

g) Tenderer’s undertaking as per Annexure-F, Section-VII.

h) Work Experience details as per Annexure-G, Section-VII

i) Performance certificate(s) to establish the Eligibility Criteria.

j) Self Declaration by the Manufacturer of RMU’s on the letter head

k) The Manufacturer Authorization Form (MAF) issued by the Manufacturer of RMU’s located in the Karnataka as per Proforma given in Annexure - J

l) Approved Vendor copies for supply of RMU’s issued by ESCOMs in Karnataka

m) RMU’s Order Completion certificates

n) RMU’s Valid type test certificates issued by CPRI/ERDA

o) Financial eligibility information as per Annexure-H, Section-VII.

p) Audited Annual Accounts statements such as P&L statement, Balance sheets for the 2021-22, 2022-23, 2023-24, 2024-25 & 2025-26.

q) The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent or Charted Accountant.

r) Contractor's Equipment/Machinery Details as per Annexure-I, Section-VII.

s) List of manpower including the Bio-Data of Engineer-in-charge.

t) Consortium Agreement as per proforma given in Annexure - K

u) Self Declaration for Border Sharing or Not Sharing by Bidders as per proforma given in Annexure – L.

v) Self Declaration On Bidder's Performance as per proforma given in Annexure – M.

w) Notarized Power of Attorney of the person who is signing the Tender submittals in case of Registered Company / Partnership Firm.

x) Tender Index indicating all the Tender submittals with identical page numbers.

y) Any other document required under the provisions of Tender document.

ii. **Financial Package**

The Tenderer shall fill in and complete the 'Financial Package' online through Karnataka Public Procurement Portal only and no hardcopy of commercials should be attached or disclosed elsewhere.

13.2 **Original Documents (Hardcopy)**:

The Tenderer is required to submit the following documents in original (hard copy) within the date time and place mentioned in ITT Clause 20.7:

i. Tender Security / Earnest Money Deposit (EMD), as per ITT clause 16.

ii. Notarized Power of Attorney and Board Resolution (if applicable) as per ITT clause 18 as applicable.

iii. Any other documents as specified in the tender document.

In case of failure in submission of the above documents within stipulated date and time, the Tender may be treated as incomplete and be liable for rejection.

14 TENDER PRICES.

14.1 The Tender is Percentage Tender. The Contract shall be for the whole of the works as described in the tender documents and the cost of all the individual items shall be computed for the entire work and the Tender premium (above or below or at par) on the Total cost shall be quoted.

14.2 Contract prices shall be inclusive of all applicable taxes, duties and cess including taxes to be deducted at source, Insurance and exclusive of SGST and CGST as specified under GCC clause 26. BMRCL shall pay the SGST and CGST as applicable as per laws. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

14.3 Any additional item/s which is not found in the BOQ, if required for completion of the work under this Contract, the rate for which shall be as per referred BESCOM / KPWD Schedule of Rates plus accepted Tender premium. If the item/s required is not found in any of the State Schedule of Rates, then market rate shall be adopted, but no Tender premium would be applicable.

14.4 If the Tender submittal contains any handwritten portion, it shall be ensured that such writing is clear, legible and duly authorized by the person signing the Tender and that no over writing or erasing is adopted, failing which the Tender is liable for rejection.

14.5 The Tenderer shall keep the contents of his tender and percentage quoted by him confidential.

15 PRICE BASIS, CURRENCIES OF TENDER AND PAYMENT

15.1 The Price shall be quoted on VARIABLE basis in accordance with Clause 35.0 of Section ITT of the Bid Document.

15.2 The price shall be quoted in Indian Rupees only. All payments to the Tenderer, under the proposed Contract shall be in Indian Rupees.

16 TENDER SECURITY / EARNEST MONEY DEPOSIT (EMD).

16.1 The Tenderer shall furnish, as part of its tender, interest free Tender Security / EMD as per Karnataka Public Procurement Portal (KPPP).

16.2 The Tender Security / EMD is required to protect BMRCL against the risk of Tenderer’s conduct which would warrant the security’s forfeiture.

16.3 The Tenderer shall furnish with his tender, an EMD (Tender Security) for the value indicated in Karnataka Public Procurement Portal in any of following mode:

a) The tenderer shall pay full EMD (Tender Security) amount by making online payment through the Karnataka Public Procurement Portal.

OR

b) The tenderer shall pay full EMD (Tender Security) as mentioned in the portal in the form of a Bank Guarantee (B.G)/e-BG issued in favour of Bangalore Metro Rail Corporation Ltd., from any Indian Scheduled Bank (excluding Co-operative banks) or from a Scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second Schedule preferably drawn on and payable

and extendable at a designated Branch in Bangalore, as per the pro-forma given in Annexure-B (BG/e-BG – EMD), Section-VII.

OR

c) The tenderer shall pay full EMD (Tender Security) as mentioned in the portal in the form of Insurance Surety Bond (ISB) issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India (IRDAI) issued in favour of Bangalore Metro Rail Corporation Ltd., as per the pro-forma given in Annexure-B (ISB – EMD), Section-VII.

The Tender Security/EMD shall remain valid for a period specified in 'Appendix to Form of Tender'. The validity of Tender Security/EMD shall be extended by the Tenderer suitably in line with the extension of Tender validity as per ITT clause 2.8 & 17.

The Scheduled Bank issuing the Bank Guarantee should preferably be on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the BG shall preferably be sent by the issuing bank to the Employer's Bank through SFMS.

The issuing Bank shall send the SFMS to:

Name:	BANGALORE METRO RAIL CORPORATION LTD.,
Name of the Bank:	BANK OF INDIA
Branch:	CANTONMENT BRANCH, BENGALURU.
Account No:	840420110000760
RTGS/IFSC:	BKID0008404

The scanned copy of the BG and a copy of "MT760COV (for Bank Guarantee message)/ MT767COV (for Bank Guarantee amendment message) Report" sent by the BG issuing Bank, should be uploaded by the tenderer in the Karnataka Public Procurement Portal as a part of his offer during tender submission. The tenderers should ensure that both the documents (scanned copy of BG and copy of SFMS message) are uploaded to the Karnataka Public procurement portal, failure of which, the tender will be summarily rejected by the Employer. The Original Bank Guarantee shall compulsorily be submitted in the BMRCL office before scheduled date, time and place as specified under ITT clause 20.7. The tenderer shall note that the Original Bank Guarantee / Insurance Surety Bond (ISB) submitted through speed post/ in person, if not received before the scheduled date and time as specified in ITT clause 20, the Tender will be summarily rejected.

The details of the Bank Guarantee (exception of e-BG), physically submitted should match with the details available of the scanned copy uploaded and the data entered during Tender submission time, failing which, the Tender will be rejected.

In case of non-reconciliation of online EMD (Tender Security) portion through Karnataka Public Procurement portal in Government of Karnataka central pooling account held at the ICICI Bank, the tender will get rejected.

16.4 Tender Security/ EMD will not be accepted in any form other than those mentioned above. Tenders not accompanied by the required amount of Tender Security/ EMD and non-submission of hardcopy (other than e-BG) as per ITT clause 20.7 will be rejected by the Employer.

However, BMRCL reserves the right to accept or reject the Tender Security/ EMD with any deficiency otherwise not materially affecting the technical qualification criteria of the Tenderer.

16.5 The Tender Security/ EMD of unsuccessful Tenderers will be released / returned, when the Contract Agreement has been signed with the successful Tenderer. However, the Tender security of the successful Tenderer will be released/returned on receipt of the Performance Security / Security Deposit by the Employer and upon signing of the Contract Agreement as per Annexure-A, Section VII.

16.6 The Tender Security/ EMD may be forfeited:

a. If a Tenderer withdraws his Tender during the period of Tender validity,

OR

b. If a Tenderer resiles from a Tender,

OR

c. In case the successful Tenderer fails to:

(i) Furnish the required Performance Security / Security Deposit as per ITT clause 32, and

(ii) Sign the Contract Agreement as per ITT clause 33 and GCC clause 12.

16.7 The tender will be summarily rejected by the Employer in case of:

(i) Failure to deposit online EMD portion and failure to upload clear & readable copy of Bank Guarantee including e-BG/ Insurance Surety Bond (ISB) towards Balance EMD.

(ii) Failure to submit the Original Bank Guarantee (exception to e-BG) / Insurance Surety Bond (ISB) to BMRCL Office within the date & time specified.

(iii) EMD (Tender Security) in the form of Bank Guarantee /e-BG is from any source other than an Indian Scheduled Bank and Scheduled Foreign Bank as defined in Section 2 (e) of RBI Act 1934 read with Second Schedule.

(iv) The EMD (Tender Security) in the form of Bank guarantee is from a Co-operative bank.

(v) The EMD (Tender Security) amount is less than the required amount as mentioned in NIT.

In case EMD (Tender Security) is in the form of BG/e-BG/ISB, validity fulfils the 'Tender Validity Period', but falling short in regard to period of 'EMD (Tender Security) Validity', the Employer shall request such Tenderer(s) in writing to submit compliant EMD (Tender Security) within 10 (Ten) working days from the date of request. Failure to provide a compliant EMD (Tender Security) within the prescribed period shall cause the rejection of the Tender and it will be considered as Non-responsive.

16.8 In case the bidder submits Electronic Bank Guarantee (e-BG), entity number of BMRCL for providing e-BG shall be: AAACB4881D (PAN of BMRCL).

16.9 If the bidder has opted to submit the tender security/ EMD in the form of Electronic Bank Guarantee (e-BG), a copy of the e-BG shall invariably be included in the EMD envelope.

17. TENDER VALIDITY.

17.1 Tenders shall be valid for acceptance for such period as stated in 'Appendix to Form of Tender' (Section-VI). Tenders valid for a period shorter than specified period of validity as aforesaid shall be rejected.

17.2 In exceptional circumstances, prior to expiry of the original Tender validity period, the Employer may request the Tenderers to extend the validity for a specified additional period. The request and the responses thereto shall be made in writing only or e-mail. Tenderer may refuse the request without forfeiting the Tender Security/ EMD.

17.3 Tenderer agreeing to the request will not be permitted to modify his Tender. Only one communication either extending the validity or refusing to extend the validity would be entertained. If the validity is not extended, no further representation, if any, to revive the Tender at a later date will be entertained.

18. FORMAT AND SIGNING OF TENDERS.

18.1 The Tenderer shall follow and submit the Tender documents in the respective formats prescribed under section-VII pro-forma only.

18.2 The Tender submittals shall be typed or written in indelible ink (wherever required), which is to be scanned and digitally signed using class-III digital signature by person(s) duly authorized to bind the Tenderer to the Contract. Proof of authorization shall accompany the Tender in the form of notarized 'Power of Attorney' and Board Resolution (if applicable). All pages of the Tender where entries, amendments, corrections, alterations, erasures etc. have been made shall be initialized by the person(s) signing the Tender. In case of proprietorship firm, if the proprietor himself is signing the documents then power of Attorney is not required.

18.3 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures.

19. ALTERNATIVE PROPOSAL BY TENDERERS

Tenderers shall submit offers that comply with the requirements of the Tender documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

D. SUBMISSION OF TENDERS.

20. SUBMISSION OF TENDERS

20.1 All Tender Proposals digitally signed along with the other Qualifying documents should be submitted electronically through Karnataka Public Procurement Portal on or before the last date and time for Tender submission as published therein.

20.2 Tenderer, in advance, should get ready the proposal documents to be submitted as indicated in the Tender document / schedule in PDF / JPEG formats.

20.3 Tenderer should log into the portal well in advance for the submission of the proposal so that it gets uploaded well in time, i.e. on or before the last date & time for Tender submission. Tenderer will be solely responsible for any delay due to other issues.

20.4 The Tenderer has to digitally sign and upload the required proposal documents one by one as indicated in the tender document.

20.5 The server time (which is displayed on the dashboard) will be considered as the standard time for referring the deadline for submission of the proposals by the Tenderers, opening of proposals etc. The Tenderers should follow this time during proposal submission.

20.6 The necessary certificates/ documents in support of fulfilling eligibility criteria and Technical requirements shall be scanned and uploaded to Karnataka Public Procurement Portal.

20.7 **Original documents to be submitted in hardcopy:**

The Tenderer shall seal and submit the original documents listed in ITT clause 13.2 in original (hard copy) by speed post or in person at BMRCL office on or before the date and time stipulated for Tender submission. Only the documents uploaded in the KPP Portal will be considered for evaluation, as such the hard copied mentioned in the ITT Clause 13.2 should also be scanned and uploaded to the portal. No hard copies other than those stipulated in the clause 13.2 will be accepted, as such all the relevant documents shall scrupulously be uploaded to the web site against the respective tender enquiry. Financial offer shall be submitted through in KPP Portal only and no Hard copies will be received.

The envelope shall bear the following identification:

TENDER NO. ……..

ORIGINAL SUBMITTALS OF QUALIFICATION CUM TECHNICAL PACKAGE

BMRCL Office Address for submission of hard copy:

The Chief Engineer (U/S),
Bangalore Metro Rail Corporation Limited,
Utility Shifting Section, BMRCL Building'
2rd Floor, Deepanjali Nagar,
Bengaluru-560 026, Karnataka, India.

The Tenderer can submit the hard copies by speed post or in person at the above address during 11.00 am to 5.00 pm on all working days.

20.8 All Tenderers have to submit "unconditional Tenders and without any deviations", together with requisite Tender Security/ EMD.

21. DEADLINE FOR SUBMISSION OF TENDERS.

21.1 Tenders must be submitted online through Karnataka Public Procurement Portal on or before the date & time as specified in the Portal and in time submission of tender is the responsibility of the Tenderer. Original Document (Hard Copy) as listed under ITT 13.2 shall be in the place, date & time as specified in ITT 20.7.

21.2 BMRCL may, at its discretion, extend the deadline for submission of tender by issuing an amendment in which case all rights and obligations of BMRCL and the Tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

22. LATE OR DELAYED TENDERS.

In online Karnataka Public Procurement Portal, the Tenderer shall not be able to submit the Tender after the last date and time for Tender submission as the icon for the task in the Karnataka Public Procurement Portal will be disabled.

Hardcopies (as per ITT clause 13.2) received by BMRCL after the deadline for submission as mentioned in ITT clause 20.7 will be rejected.

23. MODIFICATION AND WITHDRAWAL OF TENDERS.

23.1 Tenderer may modify and correct or upload any relevant document in the portal till Tender submission date and time as published in the Karnataka Public Procurement Portal.

23.2 No Tender shall be modified subsequent to the deadline for submission of Tenders.

23.3 Withdrawal or modification of a Tender during the intervening period between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer in the Tender Form will result in forfeiture of Tender Security/ EMD pursuant to ITT Clause 16.

E. TENDER OPENING AND EVALUATION.

24. TENDER OPENING AND EVALUATION.

24.1 **Qualification Cum Technical Package:**

24.1.1 Opening of Qualification Cum Technical Package (Technical Bid/ Tender) of all Tenders:

Employer will open the Qualification Cum Technical Package (Technical Bid/ Tender) of all the Tenders received through Karnataka Public Procurement Portal at the time and date fixed for Technical Bid. Before opening the Technical Bid of a Tenderer, the Employer will verify the EMD first. If EMDs are not in proper form, the technical Bid will not be opened for such tenderers. Interested tenderers or their authorized representatives who choose to attend or may view the same on the portal on the scheduled date and time from their end. In the event of the specified date for Tender opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day

24.1.2 The Tenders will be examined for the following submittals:

i. Presence of valid Tender Security / EMD,
ii. Presence of Qualification cum Technical Package and all enclosures as per ITT clause 13.1 and,
iii. Submission of original documents as per ITT clause 13.2.

24.1.3 If any Tender contains any deviation from the Tender documents and /or if the same does not contain Tender Security in the manner prescribed in the Tender documents, then that Tender is liable for rejection. Incomplete Tenders in respect of above would be rejected.

Tenderers whose, Qualification cum Technical Package are found acceptable after evaluation would be informed of the date and time of opening of Financial Package through Portal.

24.2 **Financial Package.**

The Financial Package of the Tenderers, whose Qualification cum Technical package were found acceptable, will be opened in the presence of those Tenderers or their representatives, who choose to be present and also can view the opening on Karnataka Public procurement portal from their end. In the event of the specified date for Financial Package opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time on the next working day.

The Tenderer’s name, the Percentage rate (above or below or at par), Tender price, the total amount of each Tender, any discounts, Tender Modifications and Withdrawals, and such other detail as the Employer may consider appropriate, will be announced by the Employer at the opening.

Conditional Tenders are not acceptable and will be summarily rejected. The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present and the minutes shall form part of the Contract.

All evaluated Bid Prices of all the tenderers shall be compared among themselves to determine the Lowest Evaluated Bid and the Lowest Bid, as a result of this comparison, will be selected for the Award of the Contract.

25. PROCESS TO BE CONFIDENTIAL.

25.1 The Tender Invitation Documents and any addenda thereto, together with any further communications, are issued for the purpose of inviting Tenders only. The Tenderer shall not disclose any information contained in the documents or otherwise supplied in connection with this Tender invitation to any third party except for the purpose of preparing its Tender. The Tenderer shall maintain complete confidentiality till the Contract is awarded.

25.2 After the opening of Tenders, information relating to the examination, clarification, evaluation, Tenders and recommendations concerning the award of Contract shall not be disclosed to the Tenderers or any other persons not

officially concerned with such process until the award of the Contract to the successful Tenderer.

25.3 Any effort by a Tenderer to influence BMRCL personnel or representatives on matters relating to Tenders under study in the process of examination, clarification, evaluation and comparison of Tenders and in decisions concerning award of Contract, may result in the rejection of the Tenderer's Tender.

25.4 The Tenderer shall undertake that it will treat as confidential all matters arising in connection with the Tender. The documents are issued only for the purpose of preparing and submitting the Tender offer in response to the invitation and not for any other purposes.

26. CLARIFICATION OF TENDERS.

26.1 To assist in examination, evaluation and comparison of Tenders, BMRCL may ask Tenderers individually for clarification of their Tenders including breakdown of unit rates/prices. The request for clarification and the response shall be in writing, but no change in the price or substance shall be permitted except conforming clarifications sought.

26.2 No Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded.

27 EXAMINATION OF TENDERS AND DETERMINATION OF RESPONSIVENESS

27.1 Prior to detailed evaluation of Tenders, the Employer will determine whether each Tender:

a. Is accompanied by the required Tender Security/ EMD.
b. Has been properly signed by an Authorized signatory.
c. Meets qualifying criteria, and;
d. Is responsive to the requirements of the Tender documents.

27.2 For the purpose of this clause, a substantially responsive Tender is one, which conforms to all the terms, conditions and specifications of the Tender documents, without material deviation or reservation. The material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way or is, inconsistent with the Tender documents, BMRCL's rights or the Tenderers obligations under the Contracts and the rectification of which, deviation or reservation would affect unfairly the competitive positions of other Tenderers presenting substantially responsive Tenders.

27.3 If a Tender is not substantially responsive to the requirements of the Tender documents, it will be rejected by BMRCL.

27.4 A tender determined as not substantially Responsive shall be rejected by the Employer and shall not subsequently be made Responsive by the tenderer by correction of the Non- conformity.

27.5 The Employer may waive any minor infirmity or Non-conformity or irregularity in a Bid which does not constitute a Material Deviation, provided such waiver does not prejudice or affect the relative Ranking of any of the Bidder.

28. CORRECTION OF ERRORS.

28.1 Tenders determined to be substantially responsive will be checked by BMRCL for any arithmetical errors in computation and summation, Errors will be corrected by BMRCL as follows:

a) Where there is a discrepancy between quoted rate of percentage above or below or at par in figures and in words, the percentage above or below or at par, in words will govern.

b) If percentage rate above/ below/ at par is not written/ typed either in figures or words, the percentage rate shall be considered at par for evaluation purpose.

28.2 The total Tender price quoted will be adjusted by BMRCL in accordance with the above procedure for the correction of errors and the concurrence of the Tenderer shall be deemed and binding upon the Tenderer. If the Tenderer does not accept the corrected price of the Tender, his Tender will be rejected and will result in forfeiture of the Tender Security / EMD pursuant to ITT clause 16.

28.3 If the Successful Tenderers price, is seriously unbalanced or over priced in the opinion of the Employer, the Employer may require the Tenderer to produce detailed price analysis for any or all items and Sub-heads of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

F. AWARD OF CONTRACT.

29. ACCEPTANCE / AWARD OF CONTRACT:

29.1 The Employer will award the Contract to the Tenderer, who meets the Eligibility and Qualification Criteria, whose Tender has been determined to be substantially responsive and complete in accordance to the Tender requirements, and whose Evaluated Tender Price is determined to be lowest.

29.2 Not withstanding the above, if it is found that the performance vis – a - vis works awarded to the Bidder by BMRCL is either behind the schedule or not satisfactory, BMRCL will be at liberty to disqualify the Bidder and reject its Bid at any stage of processing of the Bid.

29.3 Bidder shall note that BMRCL may not award the work to successful bidder , even if it is lowest quoted offer (L1), if in opinion of BMRCL based on its

experience, the firm may not perform well in execution of work and may delay in execution because of its existing works on hand.

30. RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS.

30.1 BMRCL shall not be bound to accept the lowest or any tender or to assign reasons for non-acceptance of any Tender. BMRCL reserves the right to accept a Tender either in whole or part.

30.2 BMRCL reserves the right to award the Tender as single Contract or can split into part Contract as desired by BMRCL.

30.3 BMRCL reserves the right to accept or reject any tender, to annul the Tendering process and reject all Tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for BMRCL action.

31. NOTIFICATION OF AWARD.

31.1 Prior to the expiration of the Tender validity, BMRCL will notify the successful Tenderer by cable or Fax or Telex or Email. This letter (hereinafter and in the conditions of Contract called “Letter of Award”) shall specify the amount which BMRCL will pay to the Contractor in consideration of the execution, completion, operation, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called “The Contract price”).

31.2 Until a formal agreement is prepared and executed, the Tender together with the written acceptance of the LoA shall constitute a binding Contract between both the parties.

31.3 No further correspondence will be entertained by BMRCL from the unsuccessful Tenderers.

32. PERFORMANCE SECURITY / SECURITY DEPOSIT.

31.4

32.1 Within fourteen (14) days of issue of the Letter of Award (LOA) by BMRCL, the successful Tenderer shall furnish Security for an amount of Ten (10) percent of the Contract price in any one of the following forms to guarantee the faithful performance of the Contract:

a) Demand Draft or Pay Order or Banker’s cheque payable at BENGALURU drawn in favour of Bangalore Metro Rail Corporation Limited, on any Indian Nationalized Bank located in India.

OR

b) Bank Guarantee/ e-BG issued by an Indian Scheduled Bank (excluding Co-operative Banks) or from a Scheduled Foreign Bank as defined in Section

2(e) of RBI Act 1934 read with Second Schedule which are integrated with NeSL drawn on and payable/ Extendable at a designated branch in Bangalore as per the format given in Annexure-C (BG) of Section VII.

OR

c) **Insurance Surety Bonds (ISBs) issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India (IRDAI)** drawn on and payable/ Extendable at a designated branch in Bangalore as per the format given in Annexure-C (ISB) of Section VII.

The Bank Guarantee/ e-BG / Insurance Surety Bonds (ISBs) shall be valid for a period of three (3) months beyond completion of Warranty period.
No interest shall be paid on Performance Guarantee.

Note:

i. The Tenderer will be blacklisted, if the Security deposit/Contract Performance Bank Guarantees/Insurance Surety Bonds (ISBs) turns out to be fake during confirmation from the Bank/Insurer regarding genuineness of BG/ Insurance Surety Bond submitted by the Tenderer.

ii. Failure of the successful Tenderer to comply with the requirements of Sub-Clause No. 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit, besides Blacklisting the firm for a period at the discretion of the Employer.

32.2 **Additional Performance Security**

After evaluation of the price analysis, taking into consideration the schedule of estimated contract payments, the Employer may require an Additional Performance Security, at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract, as specified below:

i. If the tender price offered by the successful Tenderer is lower than 10% but up to 20% of the estimated cost, then the additional performance security shall be calculated at 10% of the difference in the:

(a) Estimated cost (as mentioned in NIT) – 10% of the estimated cost and

(b) The tender price offered by the lowest evaluated Tenderer.

ii. If the tender price offered by the successful Tenderer is lower than 20% of the estimated cost then the additional performance security shall be calculated at 15% of the difference in the;

(a) Estimated cost (as mentioned in NIT) – 10% of the estimated cost and

(b) The tender price offered by the lowest evaluated Tenderer.

If such an additional Performance Security is required by the Employer, the successful Tenderer shall furnish the same, failing which his tender shall be liable for rejection. The additional performance security shall be valid up to contract period in consideration or any extension or issuance of acceptance/ taking over certificate whichever is later, and released to the contractor on completion of the work. The performance Security and additional performance security shall be released one year after the date commissioning or handing over and completion of all contractual obligations, whichever is later.

33. SIGNING OF AGREEMENT.

33.1 Within twenty-one (21) days of notification of award of work, the successful Tenderer shall sign the Contract Agreement (Annexure – A of Section - VII) on a stamp paper of requisite value, purchased by him at his own cost.

33.2 Failure to execute the Contract Agreement within the said period may result in Cancelation of award and award of the same to other agency/ agencies at the risk and cost of the Contractor.

33.3 The Contract agreement shall be signed/ executed by the duly authorized (authorized by notarized Power of Attorney) person to bind the Successful tenderer. In case of consortium, all the consortium partners shall sign the Contract Agreement.

34. INFORMATION REGARDING ANY RELATIVE OF CONTRACTOR EMPLOYED IN BMRCL.

34.1 Should a Tenderer or Contractor have a relative employed in Managerial capacity in BMRCL or in case of partnership firm or Company incorporated under the Indian Company Law, should a partner or relative of the partner or a shareholder be employed in responsible position in BMRCL, the authority inviting Tender shall be informed of the fact at the time of submission of Tender. If such fact is suppressed at the time of Tendering and comes to light at any time after the acceptance of Tender, the Contract may be rescinded.

34.2 **Corrupt or Fraudulent Practices:**

34.2.1 The Employer requires that the Tenderers / suppliers / Contractors under this Contract, observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy the Employer:

a. Defines, for the purpose of these provisions, the items set forth below as follows:

i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

b. Will reject a proposal for award of work if he determines that the Tenderer Recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.

c. Will declare a Tenderer ineligible, either indefinitely or for a stated period of time to be awarded a Contract/ Contracts if he at any time determines that the Tenderer has engaged in corrupt and fraudulent practices in competing for, or in executing the Contract.

34.2.2 The Employer requires that the Tenderers / suppliers / Contractors under this Contract, observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy the Employer:

BMRCL and each Tenderer submitting the Proposal shall comply with these conditions of tender and in their dealings with each other, discharge their duties and obligations on time and with integrity and behave equitably, honestly and transparently.

35. PRICE ADJUSTMENT:

35.1 The Prices, only for the following items, quoted by the Bidder shall be VARIABLE in accordance with the relevant IEEMA/CACMAI Price Variation Formula and Indices without ceiling during the contractual delivery period. Price Variation is not admissible for other Items. The base date applicable for Price Variation is the date of Tendering i.e., date of Techno-Commercial Bid Submission date as notified (either original or extended) as per IEEMA/ CACMAI Circulars:

I Equipments / Materials:

1) Switchgears (RMU's)
2) HT & LT UG Cables

35.2 The quoted Prices for all the remaining items shall remain fixed during the Performance of the Contract and shall not be subject to variation on any account save for change in Quantity.

35.3 The “Date of Delivery” for purpose price variation shall be the first working day of the month, one month prior to the date on which the material is notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturers dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.

35.4 Price variation shall be admitted in accordance with the IEEMA formula till the actual date of supply or contracted date of supply (including any agreed extension thereto) whichever is earlier. However, no Price variation shall be admissible beyond the contracted date of supply. i.e, price variation shall be limited to the contracted delivery date. However, If the price adjustment amount works out to be positive, the same is payable to the Contractor by the Employer and if it works out to be negative, the same is to be recovered by the Employer from the Contractor.

35.5 A Bid submitted with deviation to Clause 35.1 & 35.2 shall be treated as Non-responsive and rejected summarily.

36. MISCELLANEOUS.

36.1 The Contractor shall undertake not to enter into Subcontract with any other person or to transfer the Contract or any benefit there under to any person or firm without the prior written approval of BMRCL.

36.2 It is the responsibility of the Tenderer to check the documents on receipt for completeness and notify BMRCL of any discrepancy or omission.

36.3 The Tenderer represents, warrants, and covenants that it will, throughout the term of performance of the Work under this Contract, maintain all required license status, professional ability, skills, and capacity to perform its obligations hereunder and will perform them in accordance with the requirements of the Contract Documents. The Contractor further represents and warrants that it can successfully perform the Work in conformity with Contract Documents and comply with all applicable laws, rules and regulations.

36.4 BMRCL reserves the right to request the Tenderers to make a presentation of their module or mode of carrying out the work and any such presentation shall be made at their own cost, risk and liability.

36.5 It is the responsibility of the successful Tenderer to make his own arrangements for obtaining necessary licenses, permits, clearance, from BESCOM, BBMP, BWSSB, Traffic police, Bharath Sanchar Nigam Ltd, and any other stake holder etc.., except as specified in the Contract.

36.6 Tenderers are required to fill in all the blank spaces in the Form of Tender as per Section VII.

36.7 The Tenderers shall be presumed to have carefully examined the drawings if any, conditions and specifications of work & to have fully acquainted themselves with all details at site, locations, materials, geological formations, weather characteristics, labour conditions etc; pertaining to the work.

36.8 The Tenderers shall abide by all rules / acts in force with regard to safety, environment, worker's, transportation, etc. for carrying out the work in safe and efficient manner.

36.9 While all efforts have been made to avoid errors in drafting this tender documents the Tenderer is advised to check the same carefully and seek clarifications within the stipulated period only. No claim on account of any errors detected in the tender document shall be entertained.

36.10 Tenderer shall have adequate erection facilities and capacities. The Tenderer shall have quality assurance plan for procuring of materials, supply, installation, testing and commissioning.

36.11 If the information furnished by the tenderer / tenderers found to be false at any stage of tendering / execution, then the BMRCL will take action against such tenderer / tenderers. If false information is found at the Tendering stage BMRCL will forfeit the EMD paid, disqualify the offer of such Bidder and Black list the Firm. If false information is found at execution stage, then BMRCL will cancel the works awarded, forfeit the Bank Guarantee furnished against the performance of the contract, Black list the Firm, besides initiating action for recovery of excess money paid by BMRCL if any after getting the works executed from other contractors, levy penalty / liquidated damages etc.,

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